

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:)	Docket No. HSA-A 01/02-081
)	
East Bay Habitat for Humanity Project)	Clean Loans and Environmental
)	Assistance to Neighborhoods Program
)	(CLEAN) Response Action Agreement
)	
)	Health and Safety Code
)	Section 25355.5(a)(1)(C)
Borrower)	and Section 25395.25(b)
East Bay Habitat for Humanity, Inc.)	
2619 Broadway)	
Oakland, California 94612)	
)	
)	

I.
INTRODUCTION.

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) enters into this Cleanup Loans and Environmental Assistance to Neighborhoods Program (CLEAN) Response Action Agreement (Agreement) with East Bay Habitat for Humanity (Borrower).

1.2 Property. This Agreement applies to the property located at 10900 Edes Avenue in Oakland, Alameda County, California 94603-3628. The property consists of two acres and is identified by Assessor's Parcel number(s) 045 526300300. A diagram of the property and a location map are attached as Exhibit A and Exhibit B.

1.3 Jurisdiction. This Agreement is entered into by DTSC and Borrower pursuant to Health and Safety Code (H&SC) section 25355.5(a)(1)(C) and section 25395.25(b).

1.3.1 H&SC section 25355.5(a)(1)(C) authorizes DTSC to enter into an enforceable agreement with Borrower to oversee the characterization and cleanup of a Property.

1.3.2 H&SC section 25395.25(b) requires that the recipient of a loan under the Cleanup Loans and Environmental Assistance to Neighborhoods Program enter into an agreement with DTSC for the oversight and approval of response actions at the Property.

1.4 Purpose. Borrower has applied for a loan from the Cleanup Loans and Environmental Assistance to Neighborhoods Account. Borrower must enter into an agreement with DTSC for the oversight and approval of response actions at the Property as a condition of the loan. The purpose of this Agreement is for Borrower to perform all actions necessary to respond to the release or threatened release of hazardous materials at the Property, subject to the oversight and approval of DTSC.

II.
BACKGROUND

2.1 Ownership. The Property is owned by Mr. Kamran Nikbakshtali.

2.2 Substances Found at the Property. Reports, containing the results of environmental media sampling conducted at the Property, indicate that the soil is contaminated with hazardous materials, including petroleum hydrocarbons (diesel and motor oil), lead, polychlorinated biphenyls (Arochlor 1254 and 1260), and chlorinated pesticides (e.g., DDT, DDD and DDE). The Preliminary Endangerment Assessment (PEA) (hereinafter referred to as PEA) or equivalent documents indicate that response actions are needed at the property.

2.3 Physical Description. The approximately two-acre property contains one approximately 1,500 square-foot building located on the southwestern side of the Site, one concrete pad covered by a canopy located near the eastern side of the Site, and several additional concrete pads, as shown on Figure 2. The Site is located in a mixed residential and industrial area in southern Oakland. Edes Avenue is located along the southwestern side of the Site and residences are located across Edes Avenue. Several residences are located adjacent to the eastern side of the site, and a railroad right-of-way is located on the northeastern side of the Site.

2.4 Property History. The Site was developed as early as 1926, which is the date of the earliest source of historical information. The 1926 Sanborn map indicates that K. Nakashima operated a Japanese Nursery on the Site, which included eight greenhouse buildings, a residence, a separate automobile garage, and two additional small buildings. The Site was used as a gardening and nursery outlet from as early as 1926 to 1952. Between 1952 and 1996, the Site was operated as Decker Truck Parts, a truck dismantling and salvage yard. The Site has been unused since that time. Since 1952, the greenhouses have been demolished and/or converted to storage. This process began with the rear (easternmost) two units during the 1950s. The last two front units and the former residence were demolished within the last ten years.

III. AGREEMENT

3.0 IT IS HEREBY AGREED THAT DTSC will provide review and oversight of the response activities conducted by the Borrower in accordance with the Scope of Work contained in Exhibit C. The Borrower shall conduct the activities in the manner specified herein and in accordance with the schedule specified in Exhibit D. All work shall be performed consistent with H&SC section 25300 et seq., as amended; the National Contingency Plan (40 Code of Federal Regulations (CFR) Part 300), as amended; U.S. EPA and DTSC Superfund guidance documents regarding site investigation and remediation. Where applicable, work shall also be performed consistent with Chapter 6.5, Division 20 of the H&SC (commencing with Section 25100 et seq.).

3.1 Scope of Work and DTSC Oversight. DTSC shall review and provide Borrower with written comments on all Borrower deliverables as described in Exhibit C (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate. DTSC's completion of activities described above shall constitute DTSC's complete performance under this Agreement.

3.2 Agreement Managers. Barbara J. Cook, P.E., is designated by DTSC as its Manager for this Agreement. Jim Bergdoll, AICP, is assigned by Borrower as Manager for this Agreement. Each Party to this Agreement shall provide at least ten (10) days advance written notice to the other of any change in its designated manager.

3.3 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent to the respective parties at the following addresses in a manner that produces a record of the sending of the notice, document or communication such as certified mail, overnight delivery service, facsimile transmission or courier hand delivery service:

- 3.3.1 To DTSC:
Barbara J. Cook, P.E., Branch Chief
Attn: Jonathan Largent
Site Mitigation Program
Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, California 94710
- 3.3.2 To the Borrower:
Joel Mackey
Executive Director
East Bay Habitat for Humanity
2619 Broadway

Oakland, California 94612
3.3.3 To the Property Owner:
Mr. Kamran Nikbakhshali
1177 San Pablo Avenue
Berkeley, California 94706

3.4 DTSC Review and Approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) Return comments to Borrower with recommended changes; or (b) Modify the document as deemed necessary and approve the document as modified.

3.5 Communications. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to Borrower in writing by DTSC's Agreement Manager or his/her designee. No informal advice, guidance, or suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by Borrower shall be construed to relieve Borrower of the obligation to obtain such written approvals.

3.6 Endangerment During Implementation. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Property or in the surrounding area or to the environment, DTSC may order Borrower to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment.

3.7 Liability for Costs. Borrower is liable for all of DTSC's costs that have been incurred in taking response actions at the Property (including costs of overseeing response actions performed by the Borrower and costs to be incurred in the future).

3.7.1. Response Actions Subject to the CLEAN Loan and to this Agreement. Notwithstanding Borrower's liability for DTSC's costs, Borrower is not responsible for paying DTSC's costs associated with the oversight of response actions at the Property that are subject to the CLEAN Loan and this Agreement, if DTSC determines that there are sufficient funds in the Cleanup Loans and Environmental Assistance to Neighborhoods Account established pursuant to Health and Safety Code section 25395.20 (b) (Account) to reimburse DTSC for its oversight costs. If DTSC determines that the Account has insufficient funds to pay for the costs associated with the oversight of response actions subject to the CLEAN Loan and this Agreement, Borrower shall pay DTSC for all of these costs.

3.7.2. Response Actions Not Subject to the CLEAN Loan but Subject to this Agreement. If the Borrower performs response actions on the Property that are not subject to the CLEAN loan but are subject to this Agreement, the Borrower shall pay DTSC for all of DTSC's costs associated with those response actions. If the Borrower performs response actions under this Agreement on a portion of the Site that is not the Property, the Borrower shall pay DTSC for all of DTSC's costs associated with those response actions. Response actions performed on the Property but not subject to the CLEAN loan, and response actions performed on a portion of the site that is not on the Property, shall also be included in Exhibit C. Exhibit C shall be modified to reflect those activities.

3.8. Payment of Costs. DTSC may bill Borrower for costs incurred in taking response actions at the Property prior to the effective date of this Agreement. DTSC will bill Borrower quarterly for its response costs incurred after the effective date of this Agreement for those response actions not addressed by the CLEAN Loan but subject to this Agreement, if applicable. In addition, in the event that DTSC determines that funds in the Account are insufficient, as outlined in Section 3.7, DTSC will bill Borrower quarterly for its response costs incurred after the effective date of this Agreement. Borrower shall pay DTSC within sixty (60) days of receipt of any DTSC billing. Any billing not paid within sixty (60) days is subject to interest calculated from the date of the billing pursuant to Health and Safety Code section 25360.1. All payments made by Borrower pursuant to this Agreement shall be by cashier's or certified check made payable to DTSC, and shall bear on the face, the project code of the Property (Property 206000-19) and the Docket number of the Agreement. Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier

P.O. Box 806

Sacramento, California 95812-0806

A photocopy of all payment checks shall also be sent to the person designated by DTSC to receive submittals under this Agreement.

3.9 Project Coordinator. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified project coordinator with expertise in hazardous materials site cleanup. Borrower shall submit: a) the name and address of the project coordinator; and b) in order to demonstrate expertise in hazardous materials site cleanup, the resume of the coordinator. Borrower shall promptly notify DTSC of any change in the identity of the Project Coordinator. All engineering and geological work shall be conducted in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

3.10 Access. Borrower shall provide or obtain access to the Property and offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Property at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Property; reviewing the progress of Borrower in carrying out the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by Borrower.

3.11 Sampling, Data and Document Availability. When requested by DTSC, Borrower shall make available to DTSC, and shall provide copies of, all data and information concerning contamination at the Property, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement.

3.12 Notification of Field Activities. Borrower shall inform DTSC at least seven (7) days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Borrower pursuant to this Agreement.

3.13 Notification of Environmental Condition. Borrower shall notify DTSC's Agreement Manager immediately upon learning of any condition posing an immediate threat to public health or safety or the environment. Within seven (7) days of the onset of such a condition, Borrower shall furnish a report to DTSC, signed by Borrowers Agreement Manager, setting forth the events which occurred and the measures taken in the response thereto.

3.14 Preservation of Documentation. Borrower shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement. All such data, reports and other documents shall be preserved by Borrower for a minimum of six (6) years after the conclusion of all activities carried out under this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, Borrower shall either comply with that request, deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. Borrower shall notify DTSC in writing at least ninety (90) days prior to the expiration of the six-year minimum retention period before destroying any documents prepared pursuant to this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six year period, the related records shall be retained until the completion and resolution of all issues arising therefrom or until the end of the six-year period, which ever is later.

3.15 Amendments. This Agreement may be amended or modified solely upon written consent of all parties. Such amendments or modifications may be proposed by any party and shall be effective the third business day following the day the last party signing the amendment or modification sends its notification of signing to the other party. The parties may agree to a different effective date.

3.16 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

3.17 Time Periods. Unless otherwise specified, time periods begin from the date this Agreement is fully executed, and "days" means calendar days. "Business days" means all calendar days that are not weekends or official State holidays.

3.18 Borrower Liabilities. Nothing in this Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of Borrower's past, current, or future operations. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Property.

3.19 Government Liabilities. The State of California (State) shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the Borrower or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a party to any contract entered into by the Borrower or its agents in carrying out the activities pursuant to this Agreement.

3.20 Third Party Actions. In the event that Borrower is a party to any suit or claim for damages or contribution relating to the Property to which DTSC is not a party, Borrower shall notify DTSC in writing within ten (10) days after service of the complaint in the third-party action.

3.21 Reservation of Rights. DTSC and Borrower reserve the following rights.

3.21.1 Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof.

3.21.2 Nothing in this Agreement shall constitute or be construed as a waiver of Borrower's rights, (including any covenant not to sue or release) with respect to any claim, cause of action, or demand in law or equity that Borrower may have against any "person", as defined in Section 101(21) of CERCLA, or H&SC section 25319, that is not a signatory to this Agreement.

3.21.3 By entering into this Agreement, Borrower does not admit to any fact, fault or liability under any statute or regulation.

3.22 Compliance with Applicable Laws. Nothing in this Agreement shall relieve the Borrower from complying with all applicable laws and regulations, and the Borrower shall conform all actions required by this Agreement with all applicable federal, state and local laws and regulations.

3.23 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

3.24 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.

3.25 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon each signatory and its officers, directors, agents, receivers, trustees, heirs, executors, administrators, successors, and assigns, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement. No change in the ownership or corporate or business status of any signatory, or of the facility or Property shall alter any signatory's responsibilities under this Agreement.

3.26 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

3.27 Representative Authority. Each undersigned representative of the parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the parties to this Agreement.

3.28 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

_____[original signed by]_____ Date:_____[05/09/02]_____
Barbara J. Cook, P.E., Branch Chief
Site Mitigation Program
Department of Toxic Substances Control

_____[original signed by]_____ Date:_____[04/30/02]_____
Joel Mackey, Executive Director
East Bay Habitat for Humanity

EXHIBITS

A - PROPERTY DIAGRAM

B - PROPERTY LOCATION MAP

C - SCOPE OF WORK

D - CALENDAR OF TASKS AND SCHEDULE

EXHIBIT C

SCOPE OF WORK

The following Tasks will be completed as part of this Agreement:

TASK 1.

Submittal of Existing Data. Borrower will submit to DTSC all background information, sample analysis results, environmental assessment reports, and any other information pertinent to the hazardous material management and/or release, characterization and Cleanup of the Property. DTSC will review the information, identify areas and media of concern, and determine the additional work, if any, required to complete the investigation/remediation of the Property.

TASK 2.

Review of Property Remediation. DTSC shall review data and reports submitted by Borrower to determine if remediation conducted without DTSC oversight was protective of human health and the environment. The information submitted by Borrower shall be reviewed for conformance with DTSC standards for quality assurance/quality control, property investigations, and property remediation. Subsequent to its review, DTSC will either issue comments to Borrower describing deficiencies of the remediation or make a determination that No Further Action is required at the Property.

TASK 3.

Sampling and Analysis

3.1 Sampling and Analysis Workplan. Borrower will submit a workplan that describes the activities proposed to characterize soil and groundwater contamination associated with the Property. The workplan should also include a Property health and safety plan, quality assurance/quality control plan, sampling plan, and implementation schedule.

3.2 Borrower will begin implementation of the approved workplan in accordance with the approved implementation schedule. DTSC may provide oversight of workplan implementation.

3.3 Property Characterization Report.

Borrower will submit a Property Characterization Report that at a minimum presents the data, summarizes the findings of the investigation, validates all data, and includes recommendations and conclusions.

- (a) Property Background Information, including Physical Characteristics and Property History
- (b) Sources of Contamination
- (c) Summary of Investigation, discuss all media investigated (i.e., Soil, Geology, Groundwater, Surface Water, Air, Biota)
- (d) Nature and Extent of Contamination

TASK 4.

Removal Actions. Borrower shall undertake removal actions, if DTSC determines that they are necessary to mitigate the release of hazardous materials at or emanating from the Property. DTSC may require Borrower to submit a workplan that includes an implementation schedule for DTSC's approval. A removal action workplan (Task 5) may be required. Either DTSC or Borrower may identify the need for removal actions.

TASK 5.

Removal Action Workplan. If DTSC determines a removal action is appropriate, Borrower will prepare a Removal Action Workplan (RAW) in accordance with Health and Safety Code sections 25323.1 and 25356.1. The Removal Action Workplan will include:

- (a) a description of the onsite contamination;
- (b) the goals to be achieved by the removal action;

- (c) an analysis of the alternative options considered and rejected and the basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implement ability and cost;
- (d) administrative record list; and
- (e) a statement that the RAW serves as an equivalent document to the Engineering Evaluation/Cost Analysis document required by the National Contingency Plan.

TASK 6.

California Environmental Quality Act (CEQA). Based on the results of the draft Initial Study, DTSC will prepare the necessary CEQA documents. If required, Borrower shall submit the information necessary for DTSC to prepare these documents.

TASK 7.

Implementation of Final Removal Action Workplan. Upon DTSC approval of the final Removal Action Workplan (RAW), Borrower shall implement the removal action, as approved. Within thirty (30) days of completion of field activities, Borrower shall submit an Implementation Report documenting the implementation of the final RAW.

TASK 8.

Changes During Implementation of the Final RAW. During implementation of the final RAW , DTSC may specify such additions, modifications and revisions to the RAW as deemed necessary to protect human health and safety or the environment or to implement the RAW.

TASK 9.

Public Participation/Community Relations.

9.1 Borrower shall work cooperatively with DTSC in providing an opportunity for meaningful public participation in response actions. Any such public participation activities shall be conducted in accordance with H&SC sections 25356.1 and 25358.7 and DTSCs most current Public Participation Policy and Guidance Manual, and shall be subject to DTSCs review and approval.

9.2 Borrower, in coordination with DTSC, shall conduct a baseline community survey and develop a Public Participation Plan (PPP) which describes how, under the Agreement, the public and adjoining community will be kept informed of activities conducted at the Property and how Borrower will be responding to inquiries from concerned citizens. Major steps in developing a PPP are as follows:

- (a) Develop proposed list of interviewees;
- (b) Schedule and conduct community interviews; and
- (c) Analyze interview notes, and develop objectives.

9.3 Borrower, in coordination with DTSC, shall conduct the baseline community survey and submit the PPP for DTSC's review within [40] days of the effective date of this Agreement.

9.4 Borrower shall implement any of the public participation support activities identified in the PPP at the request of DTSC. DTSC retains the right to implement any of these activities independently. These activities include, but are not limited to, development and distribution of fact sheets; public meeting preparations; and development and placement of public notices.

9.5 Borrower shall develop and submit fact sheets to DTSC for review and approval when specifically requested by DTSC. Borrower shall be responsible for printing and distribution of fact sheets upon DTSC approval using the approved community mailing list.

9.6 Borrower shall publish, in a major local newspaper(s), a public notice announcing the availability of the RAW for public review and comment. The public comment period shall last a minimum of thirty (30) days.

9.7 DTSC may require that Borrower hold at least one public meeting to inform the public of the proposed activities and to receive public comments on the RAW.

9.8 Within two (2) weeks of the close of the public comment period, Borrower shall prepare and submit to DTSC a draft response to the public comments received.

9.9 If appropriate, Borrower will revise the RAW on the basis of comments received from the public, and submit the revised RAW to DTSC for review and approval. Borrower will also notify the public of any significant changes from the action proposed in the RAW.

TASK 10.

Land Use Restrictions. The parties agree that land use restrictions (also known as Adeed restrictions[®]) may be necessary to insure full protection of the environment and human health. If applicable, DTSC will require such land use restrictions in the Final RAW. Borrower agrees to sign and record the land use restrictions approved by DTSC. If Borrower is not the current landowner, Borrower agrees to secure recordation by the landowner of such land use restrictions approved by DTSC.

TASK 11.

Operation and Maintenance (O&M). Borrower shall comply with all operation and maintenance requirements in accordance with the final RAW. Borrower shall enter into an O&M Agreement, which includes financial assurance, with DTSC prior to certification of the Property.

TASK 12.

Discontinuation of Remedial Technology. Any remedial technology employed in implementation of the final RAW shall be left in place and operated by Borrower until and except to the extent that DTSC authorized Borrower in writing to discontinue, move or modify some or all of the remedial technology because Borrower has met the criteria specified in the final RAW for its discontinuance, or because the modifications would better achieve the goals of the final RAW.

TASK 13.

Quality Assurance/Quality Control (QA/QC) Plan. All sampling and analysis conducted by Borrower under this Agreement shall be performed in accordance with a QA/QC Plan submitted by Borrower and approved by DTSC. The QA/QC Plan will describe:

- (a) the procedures for the collection, identification, preservation and transport of samples;
- (b) the calibration and maintenance of instruments;
- (c) the processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by DTSC pursuant to Health and Safety Code section 25198; and
- (d) how the data obtained pursuant to this Agreement will be managed and preserved in accordance with the Preservation of Documentation section of this Agreement.

TASK 14.

Health and Safety Plan. Borrower will submit a Site Health and Safety Plan in accordance with California Code of Regulations, Title 8, section 5192 and DTSC guidance, which covers all measures, including contingency plans, which will be taken during field activities to protect the health and safety of the workers at the Property and the general public from exposure to hazardous waste, substances or materials. The Health and Safety Plan should describe the specific personnel, procedures and equipment to be utilized.

EXHIBIT D
Calendar of Tasks and Schedule
East Bay Habitat for Humanity Site
10900 Edes Avenue, Oakland, California

<u>TASKS</u>	<u>SCHEDULE</u>
<u>Task 3 - Sampling & Analysis Workplan</u> <u>3.1a) Borrower submits draft Workplan</u> <u>3.1b) Borrower submits kickoff fact sheet and field work notification</u> <u>3.1c) DTSC reviews Workplan</u> <u>3.2) Borrower implements fieldwork</u> <u>3.3) Borrower submits draft Property Characterization Report</u>	<u>3.1a) Within 15 days of Agreement execution</u> <u>3.1b) Within 20 days Agreement execution</u> <u>3.1c) Within 15 days of receipt of Workplan</u> <u>3.2) In accordance with Workplan schedule</u> <u>3.3) Within 30 days of completion of field work</u>
<u>Task 4 - Removal Actions</u> <u>- None currently identified</u>	
<u>Task 5 - Removal Action Workplan</u> <u>5a) Borrower submits draft Removal Action Workplan</u> <u>5b) Borrower submits draft Fact Sheet and Public Notice</u> <u>5c) Removal Action Workplan released for 30-day Public Comment period</u> <u>5d) Hold public meeting</u> <u>5e) Borrower to submit responses to comments received during the public comment period</u> <u>5f) Borrower to submit Final Removal Action Workplan</u>	<u>5a) Within 15 days of submittal of the Property Characterization Report</u> <u>Concurrent with submittal of the Removal Action Workplan</u> <u>5c) Within 5 days of DTSC's approval.</u> <u>5d) During the Removal Action Workplan public comment period</u> <u>5e) Within 15 days of close of public comment period.</u> <u>5f) Within 15 days of DTSC letter notifying Borrower of final changes.</u>
<u>Task 6 - CEQA</u> <u>6a) Borrower to submit any requested information for the CEQA Initial Study</u>	<u>6a) Concurrent with the submittal of the draft Removal Action Workplan</u>
<u>Task 7 - Removal Action Implementation</u> <u>7a) Borrower to implement approved removal action</u> <u>7b) Borrower to submit draft Implementation Report</u>	<u>7a) In accordance with the schedule in the Removal Action Workplan</u> <u>7b) Within 30 days of completion of field activities</u>

EXHIBIT D
Calendar of Tasks and Schedule
East Bay Habitat for Humanity Site
10900 Edes Avenue, Oakland, California

<u>TASKS</u>	<u>SCHEDULE</u>
<u>Task 9 - Public Participation</u> <u>9a) Borrower shall submit the results of the Baseline Community Survey</u> <u>9b) Borrower shall submit the Public Participation Plan</u>	<u>9a) Within 15 days of the Agreement execution</u> <u>9b) Within 40 days of the Agreement execution</u>
<u>Task 10 - Operation and Maintenance (if required)</u> <u>10a) Borrower to submit Operation and Maintenance (O&M) Plan (if required)</u> <u>10b) DTSC will draft O&M Agreement (if required)</u>	<u>10a) Concurrent with Implementation Report</u> <u>10b) Within 30 days after DTSC receipt of the O&M Plan</u>
<u>Task 11 - Land Use Restrictions (if required)</u> <u>11a) DTSC to draft deed restriction (if required)</u> <u>11b) Borrower to record land use controls (if required)</u>	<u>11a) Within 30 days of submittal of Implementation Report</u> <u>T11b) Within 10 days of DTSC's approval of the land use controls</u>